

1 R. Joseph Trojan, CA Bar No. 137,067
2 trojan@trojanlawoffices.com
3 Dylan C. Dang, CA Bar No. 223,455
4 dang@trojanlawoffices.com
5 Hee Jae J. Yoon CA Bar No. 298,925
6 yoon@trojanlawoffices.com
7 TROJAN LAW OFFICES
8 9250 Wilshire Blvd., Suite 325
9 Beverly Hills, CA 90212
10 Telephone: 310-777-8399
11 Facsimile: 310-691-1086

9 Attorneys for Defendants,
10 ROBINSON PHARMA, INC.; DOCTOR'S
11 CLINICAL, INC., d/b/a U.S. Doctor's
12 Clinical; GERO VITA, INC.; NUTRIVITA
13 LABORATORIES, INC.; VITASTRONG,
14 INC., d/b/a GardaVita

14 **UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
16

17 IMAGENETIX, INC., a California
18 corporation,

19 Plaintiff,

20 v.
21

22 ROBINSON PHARMA, INC., *et al.*

23 Defendants.
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25
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27
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CASE NO. SACV15-599-JLS(JCGx)

**DECLARATION OF TUONG
NGUYEN IN SUPPORT OF
DEFENDANTS' MOTION FOR
RECUSAL**

Date: December 1, 2017

Time: 2:30 PM

Courtroom: 10A

The Hon. Judge Josephine L. Staton

1 I, Tuong Nguyen, hereby declare and state that:

2 1. I am the Chief Executive Officer of Defendant Robinson Pharma, Inc.
3 I have personal knowledge of the facts herein. If called upon to do so, I could and
4 would competently testify that:

5 2. On October 6, 2014, One LLP, prior counsel for Defendant Robinson
6 Pharma in an unrelated matter, filed a complaint for breach of contract against
7 Robinson Pharma in the Orange County Superior Court, Case no. 30-2014-
8 00749074. One LLP alleged breach of contract and sought damages of
9 \$860,045.10 in damages from Robinson Pharma, its related subsidiaries, and from
10 me personally. One LLP's allegations for breach of contract involved a fee dispute
11 between attorney and client.

12 3. On or about October 20, 2015, One LLP and Robinson Pharma settled
13 the parties dispute for a little less than the half the amount sought by One LLP.

14 4. On October 5, 2017, I met with an attorney, Mr. Lester Savit of One
15 LLP, concerning this instant Imagenetix lawsuit. At this meeting, Mr. Savit
16 informed me that his law firm would have a conflict of interest in representing
17 Defendants because a partner at One LLP is married to Judge Josephine Staton. I
18 was unaware of this fact until Mr. Savit informed me on October 5, 2017. I have
19 asked my management staff and no one at Robinson Pharma was aware of the
20 marriage of Judge Staton to a partner at One LLP before I learned of it on October
21 5, 2017.

22 5. Mr. Savit's information regarding Judge Staton's spouse surprised me
23 because One LLP had sued Defendant Robinson Pharma, Inc. and me personally
24 for fees in the amount of \$860,045.10 (One LLP v. Robinson Pharma, Inc., et al.;
25 Orange County Superior Court Case No. 30-2014-00749074) on October 6, 2014.

26 6. Judge Josephine L. Staton never disclosed that her spouse was a One
27 LLP partner, which was an adverse party in the state court.

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Tuong Nguyen